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FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

JUL 07 2005

at 12 o'clock and 25 min. PM
SUE BEITIA, CLERK

LODGE

JUL 07 2005
8:40am ay
CLERK, U. S. DISTRICT COURT
DISTRICT OF HAWAII

ORIGINAL

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

WAYNE BERRY, a Hawaii citizen;) Civ. No. 03 00385 SOM-LÉK
Plaintiff,) (Copyright)
vs.)
HAWAIIAN EXPRESS SERVICE,) **STIPULATION REGARDING**
INC., a California corporation; et al.) **GOOD FAITH SETTLEMENT**
Defendants.) **AND ORDER**
)

STIPULATION REGARDING GOOD FAITH SETTLEMENT

WHEREAS, Plaintiff Wayne Berry ("Plaintiff") and Defendants Hawaiian Express Service, Inc., H.E.S. Transportation Services, Inc., California Pacific Consolidators, Inc., Jeffrey P. Graham, Peter Schaul and Patrick Hirayama, ("Settling Defendants"), have reached a settlement of all claims between them in the above-captioned case;

WHEREAS, the settlement is contingent upon a determination of good faith settlement by the Court pursuant to Hawaii Revised Statutes ("HRS") § 663-15.5;

WHEREAS, upon a determination of good faith settlement by the Court pursuant to HRS § 663-15.5, any and all claims against the Settling Defendants for contribution or non-contractual indemnity by non-settling Defendants shall be barred and/or dismissed;

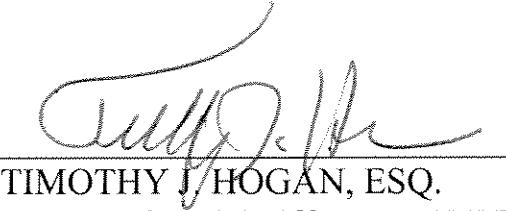
WHEREAS, the terms of the settlement are subject to a confidentiality clause;

WHEREAS, the non-Settling Defendants have been apprised of the terms of the settlement and have been provided a copy of the Settlement Agreement under the terms of the Protective Order filed in this case. A copy of the Settlement Agreement will be filed under seal;

IT IS HEREBY STIPULATED by and between all of the parties to the above-captioned lawsuit that the settlement between Plaintiff and the Settling Defendants was made in good faith pursuant to HRS § 663-15.5 and that, therefore, all of the protections afforded under HRS § 663-15.5 shall apply.

IT IS HEREBY FURTHER STIPULATED by and between all of the parties to the above-captioned lawsuit that this Stipulation may be executed in counterparts and by facsimile signature.

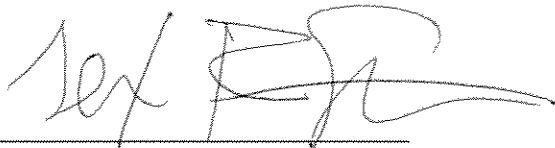
Dated: JUL 6 2005



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SERVICES, INC., CALIFORNIA PACIFIC
CONSOLIDATORS, INC., JEFFREY P.
GRAHAM, PETER SCHAUER and PETER
HIRAYAMA



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C&S LOGISTICS OF HAWAII, LLC,
C&S ACQUISITIONS, LLC, ES3, LLC;
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CONFIRMATION TRUST



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PARTNERS, LLC



REX FUJICHAKU, ESQ.
Attorney for Defendants GUIDANCE
SOFTWARE, ~~DKC~~ and MICHAEL GURZI
INC.

APPROVED AND SO ORDERED:

Edui E. Nakayama
District Judge of the Above-Entitled Court

Wayne Berry v. Hawaiian Express Service, Inc., et al., Civ. No. 03 00385 SOM-LEK, in the United States District Court for the District of Hawaii;
STIPULATION REGARDING GOOD FAITH SETTLEMENT AND ORDER